

# CITY OF SAN ANTONIO

Office of Grants Monitoring and Administration



## REQUEST FOR PROPOSAL ("RFP")

for

**District 2 Senior Home Repair Program**  
**23-028006**  
**(10-013-JW)**

**Release Date:** November 23, 2009  
**Proposals Due:** December 29, 2009

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## **I. BACKGROUND**

As a result of the current economic recession, Congress signed into law the American Recovery and Reinvestment Plan on February 17, 2009, a nearly \$800 billion stimulus package that provided \$1.0 billion for the Community Development Block Grant (CDBG). The U.S. Department of Housing and Urban Development (HUD) was designated by Congress as the administering agency of these CDBG-R funds. The funds were distributed to local and state government entities using the formulas used for the annual allocation of CDBG funds to the states, entitlement grantees, and Insular Areas. The CDBG-R grant is considered a supplemental appropriation. As such, HUD treated a grantee's use of its CDBG-R grant to be a substantial amendment to its current approved consolidated plan and PY2008 annual action plan.

The City of San Antonio was subsequently awarded \$3,906,924.00 through the HUD substantial amendment approval process. A list of CDBG eligible projects was made available for public review and comment on March 18, 2009 and concluded on April 2, 2009. The City of San Antonio received and executed the CDBG Stimulus Grant Agreement on August 4, 2009 and City Council approved a finalized list of projects on September 3, 2009.

As part of the finalized list of approved projects, the City Council allocated \$255,175.00 for the development of a Minor Repair Program RFP to assist Senior Citizens over the age of 62 residing in District 2.

The City of San Antonio, Office of Grants Monitoring and Administration, ("City") seeks proposals from qualified Respondents interested in providing the services as described in this RFP. Along with CDBG program requirements, other federal compliance including procurement standards, Davis Bacon Act prevailing wage rates, and the "Buy America" requirements are in effect.

## **II. SCOPE OF SERVICES**

The City of San Antonio is seeking proposals from qualified Respondents to provide a Minor Housing Repair Program for Senior Citizens over the age of 62 in the District 2 Neighborhood of San Antonio, Texas. \$255,175 in CDBG-R (ARRA 2009) funds will be made available at a maximum of \$5,000 per household.

## **III. TERM OF CONTRACT**

A contract awarded in response to this RFP will be for a two (2) year period after the execution date of the contract. All activities associated with the delivery of services described in Section II of this RFP must be completed and submitted for reimbursement to the City by the end of the contract period.

## **IV. BUY AMERICAN PROVISION**

Section 1605 of the American Recovery and Reinvestment Act of 2009 requires the use of American iron, steel, and manufactured goods on all projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Act. It should be noted that measures such as lighting installations and HVAC systems are considered a "supply item" and do not fall under the Buy

American requirement, but items such as solar panels are considered “manufactured goods” and must be from the United States in origin.

## **V. PREVAILING WAGE**

Section 1606 of the Recovery Act requires the payment of not less than the prevailing wages under the Davis-Bacon Act to "all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act."

It is the responsibility of selected contractors/subcontractors to adhere to all Davis-Bacon Labor Standards. A full overview of these standards is provided by the Department of Labor online at <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

On July 24, 2009, the Davis-Bacon Act (DBA) Rate Decision for Bexar County, Texas was revised. DBA Rate Schedules are often updated. The most up-to-date versions of the schedule can be found online at <http://www.wdol.gov/dba.aspx>. The DBA WD code number for Bexar County, Texas is TX22.

## **VI. PROPOSAL REQUIREMENTS**

Respondent's Proposal shall include the attached RFP Proposal Documents along with the required signature page, litigation disclosure forms and good faith effort plan.

- A. TABLE OF CONTENTS
- B. TAB 1 – APPLICATION FORM: Use the Form found in this RFP as Attachment A, Part One.
- C. TAB 2 – PROJECT – GENERAL INFORMATION: Use the Form found in this RFP as Attachment A, Part Two.
- D. TAB 3– PROJECT SUMMARY: Use the Form found in this RFP as Attachment A, Part Three.
- E. TAB 4 – PROJECT BUDGET: Use the Form found in this RFP as Attachment A, Part Four.
- F. TAB 5 – TIMELINE - Use the Form found in this RFP as Attachment A, Part Five.
- G. TAB 6 - DISCRETIONARY CONTRACTS DISCLOSURE FORM: Use the Discretionary Contracts Disclosure Form that is found in this RFP as Attachment B. Place as Tab 6 within Respondent's proposal.

Instructions for completing the Discretionary Contracts Disclosure form:

1. Download form and complete all fields. All fields must be completed prior to submitting the form.
2. Click on the “Print” button and place the copy in your proposal as indicated in the Proposal Checklist.

- H. TAB 7 - LITIGATION DISCLOSURE FORM: Complete and submit the Litigation Disclosure Form, found in this RFP as Attachment C. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form. The Litigation Disclosure form should appear as Tab 7 within Respondent's proposal.
- I. TAB 8 - SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM FORM: Complete, sign and submit the SBEDA form, found in this RFP as Attachment D. Place the SBEDA form as Tab 8 within Respondent's proposal.
- J. TAB 9 - PROOF OF INSURABILITY: Submit a letter from insurance provider stating provider's commitment to insure the Respondent for the types of coverages and at the levels specified in this RFP if awarded a contract in response to this RFP. Respondent shall also submit a copy of their current insurance certificate. Place both documents as Tab 9 within Respondent's ORIGINAL proposal. Provide documents with the original packet only.
- K. TAB 10 - SIGNATURE PAGE: Respondent must complete, sign and submit the Signature Page found in this RFP as Attachment E. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority. Place the signed Signature Page as Tab 10 within Respondent's proposal.
- L. TAB 11 – ADDENDUMS:
- M. TAB 12 - PROPOSAL CHECKLIST: Complete and submit the Proposal Checklist found in this RFP as Attachment F as Tab 12 within Respondent's proposal.

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE PROPOSAL REQUIREMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

## **VII. AMENDMENTS TO RFP**

Amendments to the RFP, including written responses to questions received in compliance with Section X, Restrictions on Communication, may be posted as addendums on the City's website at <http://epav.sanantonio.gov/RFPListings/>. It is Respondent's responsibility to review this site and ascertain whether any amendments have been made prior to submission of a proposal. A Respondent who does not have access to the Internet, must notify City in accordance with Section X, Restrictions on Communication, that Respondent wishes to receive copies of addendums by mail or fax.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFP, and changes to the RFP – if any – shall be made in writing only.

## VIII. SUBMISSION OF PROPOSALS

- A. Respondent shall submit: One (1) original, signed in ink, ten (10) copies of the proposal, and one (1) compact disk (CD) containing an Adobe PDF version of the entire proposal. Respondent shall submit these items in a sealed package, clearly marked on the front of the package: **District 2 Senior Home Repair Program.**

All proposals must be received in the City Clerk's Office no later than **2:00 p.m., Local Time, on December 29, 2009** at the address below. Proposals submitted prior to the above time and date may be modified provided such modifications are sealed and received by the City Clerk's Office prior to the time and date set for submission of proposals. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the City Clerk's Office by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

City Clerk's Office, Attn: Office of Grants Monitoring and Administration  
P.O. Box 839966  
San Antonio, Texas 78283-3966

Physical Address:

City Clerk's Office, Attn: Office of Grants Monitoring and Administration  
100 Military Plaza  
2<sup>nd</sup> Floor, City Hall  
San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

- B. Proposal Format: Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper with original placed inside a three ring binder and each copy to be securely bound in a more economical fashion (i.e. – heat bond, spiral bond, etc.) The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aides, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and printed two-sided. Margins shall be no less than 1" around the perimeter of each page. Electronic files, websites, or URLs shall not be submitted in lieu of the printed proposal. Each proposal must include the sections and attachments in the sequence listed in the RFP Section VII, Proposal Requirements, and each section and attachment must be indexed and divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.
- C. Respondents who submit proposals to this RFP shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas

Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the General Information form found in this RFP as Attachment A.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information form, the Director of Office of Grants Monitoring and Administration shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

- D. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for ninety (90) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.
- E. All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.
- F. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-proposal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

## **IX. RESTRICTIONS ON COMMUNICATION**

- A. Respondents are prohibited from communicating with: 1) elected City officials and their staff regarding the RFP or Proposals from the time the RFP has been released until the contract is awarded; and 2) City employees from the time the RFP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or Proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

- 1. Respondents may ask verbal questions concerning this RFP at the Pre-proposal Conference.
- 2. Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until **3:00 p.m. Local Time, on December 15, 2009**. Questions received after the stated deadline will not be answered. It is suggested that all questions be sent by email or by fax to:

Jennifer Wood, Contract Coordinator  
City of San Antonio, Purchasing & General Services  
Jennifer.Wood@[sanantonio.gov](mailto:Jennifer.Wood@sanantonio.gov) or to fax # (210) 207-7814

However, questions sent by mail will also be accepted and should be addressed to:

Jennifer Wood, Contract Coordinator  
City of San Antonio, Purchasing & General Services  
P.O. Box 839966  
San Antonio, TX 78283-3966

If submitting questions by mail, it is recommended to send as certified mail, return receipt requested.

Questions submitted and the City's responses will be posted in the form of an Addendum to the City's web site at <http://epay.sanantonio.gov/RFPListings/>.

3. Respondents and/or their agents are encouraged to contact the Small Business Outreach Division of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy Program policy and/or completion of the SBEDA form. The point of contact is Ms. Grace Luna. Ms. Luna may be reached by telephone at (210) 207-3900 or by e-mail at [Grace.Luna@sanantonio.gov](mailto:Grace.Luna@sanantonio.gov). Contacting her or her office regarding this RFP after the proposal due date is not permitted.
4. Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.
5. Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm. Respondents desiring a review of the solicitation process may submit a written request no later than seven (7) calendar days from the date letter was sent. The letter will indicate the name and address for submission of requests for review.

- B. City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City. Such negotiations, initiated by City staff persons, shall not be considered a violation by Respondent of this section.

## **X. EVALUATION CRITERIA**

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services.

Evaluation criteria:

- A. Application Form (5 points)

B. Project – General Information (20 points)

C. Project Summary (30 points)

D. Project Budget (15 points)

E. Timeline (10 points)

F. Small Business Economic Development Advocacy Program (SBEDA) (20 points):

1. A maximum of ten percentage (10) points for Local Business Enterprises (LBEs).

Prime contractors who have a local branch office will receive six percent (6%) of the selection points.

Non-local prime contractors can receive points for subcontracting with local businesses proportional to the amount of work performed by those local subcontractors (i.e. – 50% to local = 5 points). (For example, if a non-local prime contractor subcontracts with a local subcontractor for 50% of the work, they are eligible for up to five points).

2. A maximum of five percentage (5%) points for companies designated as Historically Underutilized Enterprises (HUEs).

Prime contractors who subcontract with HUEs can receive points proportional to amount of work performed by those HUEs (i.e. – 50% to HUEs = 2.5 points). (For example, if a prime contractor subcontracts with a small, minority and/or a small, woman business enterprise for 50% of the work, they are eligible for up to 2.5 points).

S/MBEs and/or SWBEs must be certified by the South Central Texas Regional Certification Agency, the City's certifying agency, or approved by the Director of Economic Development or designee to be considered HUEs.

3. A maximum of five percentage (5%) points for Prime Contractor compliance with the SBEDA Program policy:
  - a. One percent (1%) for submission/approval of the SBEDA form.
  - b. One percent (1%) for meeting/exceeding the MBE goal.
  - c. One percent (1%) for meeting/exceeding the WBE goal.
  - d. One percent (1%) for meeting/exceeding the AABE goal.
  - e. One percent (1%) for meeting/exceeding the SBE goal.

## **XI. AWARD OF CONTRACT AND RESERVATION OF RIGHTS**

- A. City reserves the right to award one, more than one or no contract(s) in response to this RFP.
- B. The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee.

- C. City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of City.
- D. City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.
- E. City will require the selected Respondent(s) to execute a contract with the City. No work shall commence until City signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFP and the Contract. Contract documents are not binding on City until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.
- F. This RFP does not commit City to enter into a Contract, award any services related to this RFP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.
- G. If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.
- H. The successful Respondent must be able to formally invoice the City for services rendered, incorporating the SAP-generated contract and purchase order numbers that shall be provided by the City.
- I. Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a “prohibited financial interest” in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.
- J. Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City’s Ethics Code. (Discretionary Contracts Disclosure – form may be found online at <https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>.)
- K. Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for their respective acts or omissions, and that City

shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

- L. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Respondent should consult its own legal advisor for answers to questions regarding the statute or form.

## XII. SCHEDULE OF EVENTS

Following is a list of **projected dates/times** with respect to this RFP:

RFP Release Date	November 23, 2009
Final Questions Accepted	December 15, 2009, 3:00 p.m. Local Time
Proposals Due	December 29, 2009, 2:00 p.m. Local Time

**RFP ATTACHMENT A – PART ONE.**  
**TO BE SUBMITTED WITH RESPONDENTS PROPOSAL AS TAB 1**  
**APPLICANT INFORMATION**

A. **Name of Applicant:** \_\_\_\_\_

B. **Type of Applicant:** *(Check all that apply.)*

☐ Non-Profit (See **B-1** if Checked)

☐ Neighborhood Association

☐ For-Profit

☐ CHDO

☐ Other Please specify:

☐ City Department Please specify:

**B-1. Non-Profit Status:** *If applicable, check the appropriate box to indicate the source of Applicant's exemption.*

☐ IRS Section 501(a) ☐ IRS Section 501(c)(3)

☐ IRS Section 501(c)(4) ☐ IRS 456

Date Incorporated (mm/dd/yy): \_\_\_\_\_ Date IRS 501(c)(3) Received (mm/dd/yy): \_\_\_\_\_

Date Articles of Incorporation & By-laws Filed (mm/dd/yy): \_\_\_\_\_ Amended: \_\_\_\_\_

Date Purpose/Mission Statement (mm/dd/yy): \_\_\_\_\_ Amended: \_\_\_\_\_

C. **Federal Employer Identification Number (9-digits):** \_\_\_\_\_

D. **Texas Comptroller's Taxpayer Number (11-digits):** \_\_\_\_\_

*(Required from corporations and limited liability corporations only.)*

E. **Is Applicant authorized and/or licensed to do business in Texas?** Yes ☐ No ☐

F. **Contact Information:**

1. *Provide the requested information for the person to whom the City should address correspondence and/or direct questions to regarding this Application.*

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

City/St/Zip: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

2. *Provide the requested information for the person who will have authority to sign a funding contract if awarded pursuant to the Application. Signatory authority must be with either the Chief Executive Officer (Executive Director/President) or Chief Volunteer Officer (Board President).*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

City/St/Zip: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**G. Management Capability:** *Check the appropriate responses to the questions below.*

1. Indicate at what frequency financial records are reconciled.

Monthly ☐

Quarterly ☐

Bi-annually ☐

Annually ☐

2. Are accounting/financial reconciliations written and reviewed by an independent person?

Yes ☐

No ☐

3. Has the Applicant or any of its principals been debarred or suspended from contracting with any public entity? Yes ☐ No ☐

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

4. Have Applicant or any of its principals ever had a bond or surety canceled or forfeited?

Yes ☐

No ☐

If yes, state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

5. Have Applicant or any of its principals ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes ☐

No ☐

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

--

6. Provide any other names under which Applicant has operated within the last 10 years.

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#### H. Organizational History

1. How many years has Applicant been successfully performing the specific activities related to this RFP? \_\_\_\_\_
2. Does Applicant execute an independent audit on a yearly basis?  
                     Yes ☐                      No ☐
3. Does Applicant have authorized board support to proceed with this project?  
                     Yes ☐                      No ☐
4. Does Applicant anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the Agency's ability to carry out its proposal?  
                     Yes ☐                      No ☐
5. Applicant's Prior Funding: *(Provide requested information for CDBG/HOME funds Applicant has received in the last three years.)*

YEAR	PROJECT NAME	FUND TYPE	BUDGETED AMOUNT	AMOUNT EXPENDED TO DATE	TOTAL CLIENTS/UNITS COMPLETED
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	

#### I. Staff Experience

1. List the names, position, role and years of experience of each key/relevant staff member associated with this project.

Name	Position	Role	Years Experience

2. Include the resume of each staff member listed above in **Tab 1**.
3. Include an organizational chart of the relevant staff members as well as any partners or contractors involved in the delivery of the project in **Tab 1**.

#### J. Collaborative and Partnerships

1. Is this project in conjunction with other agencies in delivering the proposed service?  
Yes ☐ No ☐

*If yes, provide inter-agency commitment letters in **Tab 1**.*

2. Does this project address any local plans and policies as they relate to applicable City, County, community, and/or neighborhood association plan (i.e. land use, goals, or policies)?  
Yes ☐ No ☐

*If yes, provide a list detailing these items in **Tab 1**.*

3. Has the applicant undertaken any neighborhood coordination efforts either in the preparation or future course of this project?  
Yes ☐ No ☐

*If yes, provide documentation in **Tab 1**.*

4. Has the applicant received any letters of support from the community or community leaders?  
Yes ☐ No ☐

*If yes, provide documentation in **Tab 1**.*

**RFP ATTACHMENT A – PART TWO**  
**TO BE SUBMITTED WITH RESPONDENTS PROPOSAL AS TAB 2**  
**PROJECT – GENERAL INFORMATION**

A. Name of Project: \_\_\_\_\_

B. Amount of Funding Request and Source: *(Enter the amount of funding requested by funding source.)*

Community Development Block Grant Recovery (CDBG-R): \$ \_\_\_\_\_

**TOTAL:** \$ \_\_\_\_\_

C. Estimated Total Project Cost: \$ \_\_\_\_\_

D. Project Funding Sources: *Based on the response in 'D' above, complete the following information about project funding sources.*

<u>Funding Source</u>	<u>Funding Amount</u>	<u>Funding Status (Enter either "Applied-Pending" or "Committed")</u>
1.	\$ _____	
2.	\$ _____	
3.	\$ _____	
4.	\$ _____	
TOTAL	\$ _____	

*For all funding listed as "Committed", attach written commitment letter(s) in Tab 2.*

E. Estimated Total Project Cost per CDBG-R Assisted Unit: \$ \_\_\_\_\_

F. Total Number of Units at Project Completion: \_\_\_\_\_

G. Total Number of CDBG-R Assisted Units at Project Completion: \_\_\_\_\_

H. Target Area: *Describe the target area for your project. Include information such as street boundaries, historic districts, etc...*

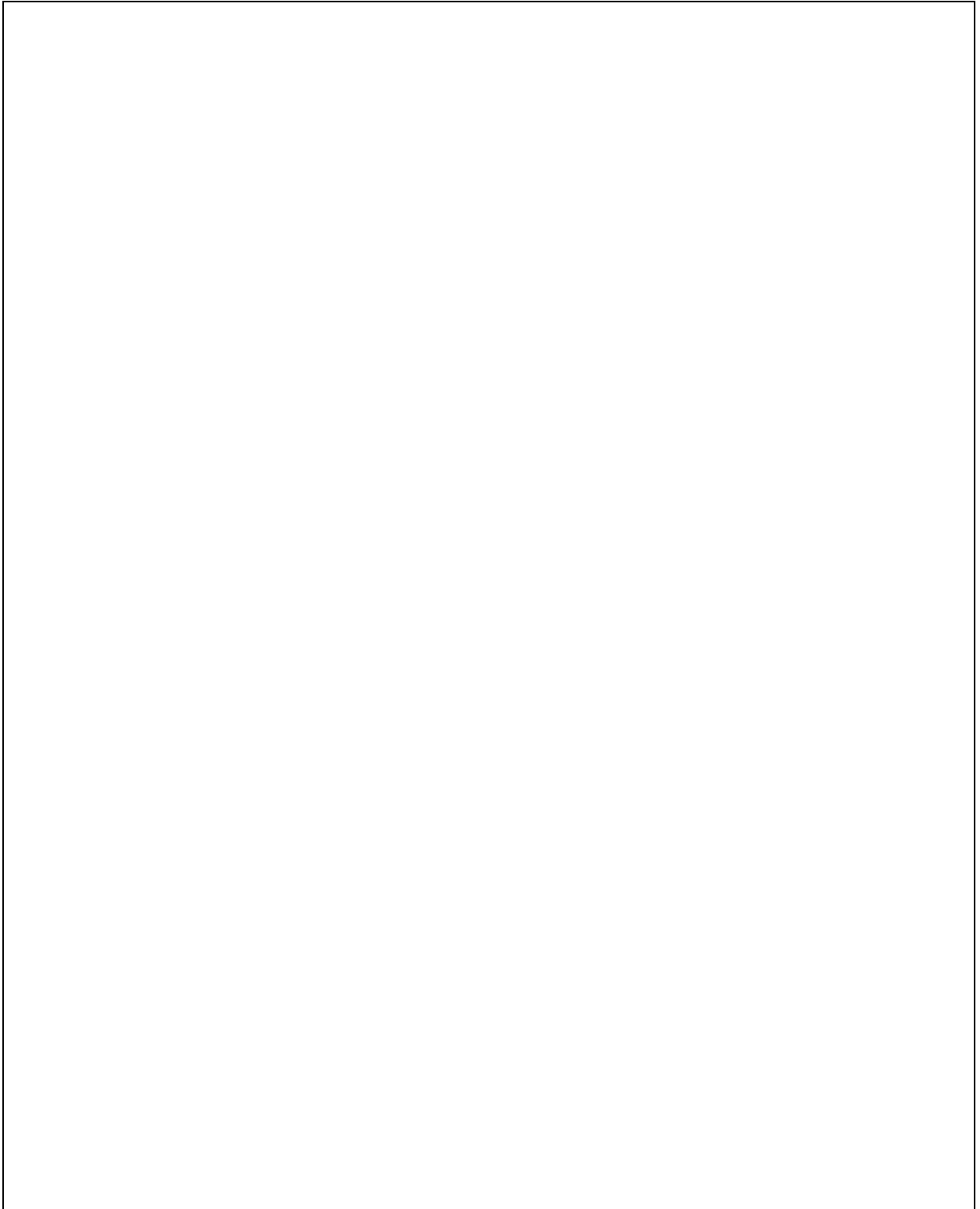
I. Site Map: *Provide a target area map as Tab 2.*

**RFP ATTACHMENT A – PART THREE**  
**TO BE SUBMITTED WITH RESPONDENTS PROPOSAL AS TAB 3**  
**PROJECT SUMMARY**

- A. **Mission Statement** - *Identify Applicant's mission statement and/or the program for which Applicant is seeking funding. Also, provide brief information about the programs, services and/or activities Applicant provides in order to fulfill its mission. Limit the response to the space in the text box below. Response cannot exceed the space remaining on this page. Do not attach any additional pages to support the response.*

- B. Project Description** - *Provide a brief description of Applicant's project. The response should include a brief history, goals, objectives, outcomes, project beneficiaries, number of persons/families being served, and community impact or need/problem being addressed. Limit the response to the space in the text box below. Response cannot exceed the space remaining on this page. Do not attach any additional pages to support the response.*

- C. Scope of Work** - *Describe the specific work to be performed and activities to be completed to achieve the project's goals. Include information specific to the project components for which funding is sought through this application. Limit the response to the space in the text box below. Response cannot exceed the space remaining on this page. Do not attach any additional pages to support the response.*



**RFP ATTACHMENT A – PART FOUR  
TO BE SUBMITTED WITH RESPONDENTS PROPOSAL AS TAB 4  
PROJECT BUDGET**

- A.** *Complete and submit a detailed project budget and use of funds in **Tab 4**.*

**RFP ATTACHMENT A – PART FIVE**  
**TO BE SUBMITTED WITH RESPONDENTS PROPOSAL AS TAB 5**  
**TIMELINE**

**A. Timeline Table** - *Identify each activity/task for the project in chronological order and enter the implementation timeline or projected completion date. Identify all key activities of the proposal. Starting Date may not be prior to December 1, 2009. The Completion Date should be identified as the date that all proposed activities are fully-completed based on the scope of the project. Units are fully-completed as evidenced through the issuance of a Certificate of Occupancy or ready for move-in. Completion Date should be no later than November 30, 2011.*

<b>Activity/Task</b>	<b>Implementation Timeline/ Projected Completion Date</b>
Project Start Date	
Project Completion Date	

**RFP ATTACHMENT B**

**DISCRETIONARY CONTRACTS DISCLOSURE FORM**  
**To be submitted with Respondent's Proposal as TAB 6**

Discretionary Contracts Disclosure Form may be downloaded at;  
<https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>.

Instructions for completing the Discretionary Contracts Disclosure form are listed below:

1. Download form and complete all fields. Note: All fields must be completed prior to submitting the form.
2. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

**RFP ATTACHMENT C**

**LITIGATION DISCLOSURE FORM**

**To be submitted with Respondent's Proposal as TAB 7**

## **LITIGATION DISCLOSURE**

**Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.**

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes ☐      No ☐

2. Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Yes ☐      No ☐

3. Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes ☐      No ☐

**If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.**

**RFP ATTACHMENT D**

**GOOD FAITH EFFORT PLAN FORM**

**SBEDA FORM**

**To be submitted with Respondent's Proposal as TAB 8**

**GOOD FAITH EFFORT PLAN**  
(Page 1 of 4)

**NAME OF PROJECT:** District 2 Senior Home Repair Program

**BIDDER/PROPOSER INFORMATION:**

Name of Bidder/Proposer: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Is your firm certified? \_\_\_\_ Yes \_\_\_\_ No (If yes, please submit Certification Certificate.)

1. List all subcontractors/suppliers that will be used for this contract. (Indicate all MBEs-WBEs-AABEs-SBEs. Use additional sheets as needed.)

NAME AND ADDRESS OF SUBCONTRACTOR'S/SUPPLIER'S COMPANY	CONTRACT AMOUNT	% LEVEL OF PARTICIPATION	MBE-WBE- AABE- SBE CERTIFICATION NUMBER

Only companies certified as an MBE, WBE, AABE or SBE by the City of San Antonio or its certifying organization can be applied toward the contracting goals. All MBE-WBE-AABE-SBE subcontractors or suppliers must submit a copy of their certification certificate through the Prime Contractor. Proof of certification must be attached to this form. If a business is not certified, please call the Small Business Program Division at (210) 207-3900 for information and details on how subcontractors and suppliers may obtain certification.

**GOOD FAITH EFFORT PLAN**  
*(Page 2 of 4)*

It is understood and agreed that, if awarded a contract by the City of San Antonio, the Contractor will not make additions, deletions, or substitutions to this certified list without consent of the Director of Economic Development and Director of the appropriate contracting department (through the proposal of the Request for Approval of Change to Original Affirmed Good Faith Effort Plan).

**NOTE: If MBE-WBE-AABE-SBE contracting goals were met, skip to #9.**

2. If MBE-WBE-AABE-SBE contracting goals were not achieved in a percentage that equals or exceeds the City's goals, please give explanation.

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3. List all MBE-WBE-AABE-SBE Listings or Directories utilized to solicit participation.

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4. List all contractor associations and other associations solicited for MBE-WBE-AABE-SBE referrals.

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5. Discuss all efforts aimed at utilizing MBE-WBE-AABE-SBEs.

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6. Indicate advertisement mediums used for soliciting bids from MBE-WBE-AABE-SBEs.

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**GOOD FAITH EFFORT PLAN**  
(Page 3 of 4)

7. List all MBE-WBE-AABE-SBE bids received but rejected. (Use additional sheets as needed.)

COMPANY NAME	MBE-WBE-AABE-SBE CERTIFICATION NUMBER	REASON FOR REJECTION

8. Please attach a copy of your company's MBE-WBE-AABE-SBE policy.
9. Name and phone number of person appointed to coordinate and administer the Good Faith Efforts of your company on this project.
- \_\_\_\_\_
- \_\_\_\_\_
10. This Good Faith Effort Plan is subject to the Economic Development Department's approval.

**GOOD FAITH EFFORT PLAN**  
*(Page 4 of 4)*

**GOOD FAITH EFFORT PLAN AFFIRMATION**

I HEREBY AFFIRM THAT THE INFORMATION PROVIDED IN THIS GOOD FAITH EFFORT PLAN IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICIAL

\_\_\_\_\_  
TITLE OF OFFICIAL

\_\_\_\_\_  
DATE PHONE

\*\*\*\*\*

**FOR CITY USE**

Plan Reviewed By:\_\_\_\_\_

Recommendation:            Approval\_\_\_\_\_            Denial\_\_\_\_\_

Action Taken:                Approved\_\_\_\_\_            Denied\_\_\_\_\_

\_\_\_\_\_  
DIRECTOR OF ECONOMIC DEVELOPMENT

**RFP ATTACHMENT E**

**SIGNATURE PAGE**

**To be submitted with Respondent's Proposal as TAB 10**

**SIGNATURE PAGE**

The undersigned certifies that (s)he is authorized to submit this proposal on behalf of the entity named below:

\_\_\_\_\_  
Respondent Entity Name

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

(NOTE: If proposal is submitted by Co-Respondents, an authorized signature from a representative of each Co-Respondent is required. Add additional signature blocks as required.)

\_\_\_\_\_  
Co-Respondent Entity Name

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

By signature(s) above, Respondent(s) agrees to the following:

1. If awarded a contract in response to this RFP, Respondent will be able and willing to execute a contract with the understanding that the scope and compensation provisions will be negotiated and included in the final document.
2. If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.
3. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Exhibits II & III.
4. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's proposal and during Proposal process.
5. Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.
6. Respondent agrees to fully and truthfully submit a Respondent Questionnaire and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.
7. To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is awarded.

**RFP ATTACHMENT F**

**PROPOSAL CHECKLIST**

**To be submitted with Respondent's Proposal as TAB 12**

## PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and that they are properly tabbed and appear in the correct order.

<b>Tab in Respondent's Proposal</b>	<b>Document</b>	<b>Initial to Indicate Document is Attached to Proposal</b>
	Table of Contents	
1	Application Form (See RFP Attachment A, Part One)	
2	General Information (See RFP Attachment A, Part Two)	
3	Project Summary (See RFP Attachment A, Part Three)	
4	Project Budget (See RFP Attachment A, Part Four)	
5	Timeline (See RFP Attachment A, Part Five)	
6	Discretionary Contracts Disclosure form (See RFP Attachment B)	
7	Litigation Disclosure (See RFP Attachment C)	
8	* SBEDA Form (See RFP Attachment D); and • Associated Certificates, if applicable	
9	Proof of Insurability (See RFP Exhibit II) • Insurance Provider's Letter • Copy of Current Certificate of Insurance	
10	* Signature Page (See RFP Attachment E)	
11	*All Addendums issued, if any, for the RFP.	
12	Proposal Checklist (See RFP Attachment F)	
	One (1) Original, ten (10) Copies, and <b>one (1) CD</b> of entire proposal in PDF format.	

**\*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.**

**RFP EXHIBIT I**

**SMALL BUSINESS ECONOMIC DEVELOPMENT  
ADVOCACY (SBEDA) PROGRAM POLICY**

## SMALL BUSINESS PROGRAM

### 1. **Small Business Participation**

Pursuant to Ordinance No. 2007-04-12-0396, it is the policy of the City of San Antonio to involve Small, Minority, Women and African-American Owned Business Enterprises (S/M/W/AABE) to the greatest extent feasible in the City's discretionary contracts. The intent and purpose of the policy is to ensure that S/M/W/AABE firms have the opportunity to compete for City contracts without discrimination on the basis of race, color, religion, national origin, age, sex or handicap. To accomplish the objectives of the Small Business policy, the City has established specific goals for local S/M/W/AABE participation in this contract.

### 2. **DEFINITIONS** related to the Small Business Program Provisions:

- a. **Small Business Program:** the Small Business Economic Development Advocacy ("SBEDA") Program governed by this ordinance and managed by the SMALL BUSINESS Program Office.
- b. **Small Business Enterprises (SBE):** a corporation, partnership, sole proprietorship or other legal entity, for the purpose of making a profit, which is independently owned and operated and which meets the U.S. Small Business Administration (SBA) size standard for a small business. All firms meeting these thresholds will be considered an SBE.
- c. **Local Business Enterprise (LBE):** a corporation, partnership, sole proprietorship, or other legal entity which is headquartered within Bexar County for at least one year. For a branch office of a non-headquartered business to qualify as an LBE, the branch office must be located in Bexar County for at least one-year and employ a minimum of ten (10) residents of Bexar County for use at the local branch office.
- d. **Minority Business Enterprise (MBE):** a sole proprietorship, partnership, or corporation owned, operated, and controlled by a minority group member(s) who has at least 51% ownership. Minority group member(s) include African-Americans; Hispanic Americans; Asian-Pacific Americans; Asian-Indian Americans; American Indians; and Disabled Individuals. The minority group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an MBE, the enterprise shall be headquartered in Bexar County or the San Antonio Metropolitan Statistical Area (the SAMSA) for any length of time, or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the MBE's category of contracting for at least one year.
- e. **Woman Business Enterprise (WBE):** a sole proprietorship, partnership, or corporation owned, operated and controlled by women who have at least 51% ownership. The woman or women must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as a WBE, the enterprise shall be headquartered in Bexar County or the SAMSA for any length of time or shall be doing

business in a locality or localities from which the City regularly solicits or receives bids on or proposals for, City contracts within the WBE's category of contracting for at least one year.

- f. **African-American Business Enterprise (AABE)**: a sole proprietorship, partnership, or corporation owned, operated and controlled by an African-American group member(s) who has at least 51% ownership. The African American Group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an AABE, the enterprise shall be headquartered in Bexar County or the SAMSA for any length of time or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the AABE's category of contracting for at least one year.

### 3. **Goals for Small Business Participation**

The goals for the utilization and participation of SBE-MBE-WBE-AABE businesses on this contract are as follows:

<b>MBE</b>	<b>31%</b>
<b>WBE</b>	<b>10%</b>
<b>AABE</b>	<b>2.2%</b>
<b>SBE</b>	<b>50%</b>

Please note that a small business could be classified in multiple categories and thus their utilization could in theory be counted in each category of goals. For example, **Prime Contractor X** submits a proposal, which specifies that they intend to subcontract with Subcontractor A for 10% of the contract. Subcontractor A is certified by the City as an SBE and MBE (a male-owned Hispanic Business owner can be certified as an SBE and MBE). **Prime Contractor X** also intends to subcontract with Subcontractor B for 13% of the contract. Subcontractor B is certified by the City as SBE, MBE and a WBE (a female-owned Hispanic Business owner can be certified as SBE, MBE and WBE). In addition, **Prime Contractor X** also intends to subcontract 10% of the contract to Subcontractor C—a City certified SBE, MBE and AABE (a male-owned African-American business owner can be certified as both a MBE and as an AABE Business). **Prime Contractor X** is also classified as a local SBE. **Prime Contractor X's** compliance with the Small Business goals under this scenario would be as follows:

	City's Small Business Goals	Prime Contractor X's Compliance
MBE	31%	33%
WBE	10%	13%
AABE	2.2%	10%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the Small Business policy.

Another example regarding compliance with the policy is as follows: **Prime Contractor Y** submits a proposal, which specifies that they intend to partner through a joint-venture agreement with Company D. Company D is certified by the City as both an SBE and MBE (a male-owned Hispanic Business—certified as an SBE and MBE). As part of their joint-venture agreement, Company D will perform on 32.5% of the contract. **Prime Contractor Y** also intends to subcontract 13% of the contract with Subcontractor F. Subcontractor F is a City certified SBE/MBE/WBE and AABE business. **Prime Contractor Y** is also classified as a local SBE. **Prime Contractor Y** compliance with the Small Business goals would be as follows:

	City's Small Business Goals	Prime Contractor Y's Compliance
MBE	31%	45.5%
WBE	10%	13%
AABE	2.2%	13%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the Small Business policy.

**4. Good Faith Effort Required**

Proposals shall include a Good Faith Effort Plan (GFEP—ATTACHED). The GFEP shall include specific documentation to utilize local, small, MBE-WBE-AABE businesses in a percentage, which equals or exceeds the above goals. **Any proposal that does not include the GFEP form shall be declared non-responsive, and excluded from consideration.**

**5. SBE-MBE-WBE-AABE Certification Required**

Only companies certified as SBE, MBE, WBE, or AABE through the South Central Texas Regional Certification Agency (SCTRCA), or as approved by the City of San Antonio Director of Economic Development, can be applied towards the contracting goals. Proof of certification must be submitted.

**6. Small Business Program Information**

Interested contractors/proposers are encouraged to contact the Small Business Division for information regarding the City's Small Business Program Policy in accordance with the City's Communication Policy outlined in the solicitation document. Please call (210) 207-3900 or FAX: (210) 207-3909.

**RFP EXHIBIT II**  
**INSURANCE REQUIREMENTS**

If selected to provide the services described in this RFP, Respondent shall be required to comply with the insurance requirements set forth below:

## INSURANCE

- A) Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and a completed Certificate(s) of Insurance to the City's Office of Grants Monitoring and Administration Department, which shall be clearly labeled **"District 2 Senior Home Repair Program"** in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The certificate(s) or form must have the agent's signature, and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Office of Grants Monitoring and Administration Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.
- B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.
- C) A Respondent's financial integrity is of interest to the City; therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by the City, Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Respondent's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory \$500,000/\$500,000/\$500,000
3. Broad Form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

d. Personal Injury e. Contractual Liability	
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence or its equivalent in Umbrella or Excess Liability Coverage.</u>

- D) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Respondent shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Respondent shall pay any costs incurred resulting from said changes.

City of San Antonio  
Attn: Office of Grants Monitoring and Administration  
P.O. Box 839966  
San Antonio, Texas 78283-3966

- E) Respondent agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
  - Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
  - Workers' compensation, employers' liability, general liability and auto liability policies will provide a waiver of subrogation in favor of the City.
  - Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.
- F) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Respondent shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Respondent's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

- G) In addition to any other remedies the City may have upon Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Respondent to stop work hereunder, and/or withhold any payment(s) which become due to Respondent hereunder until Respondent demonstrates compliance with the requirements hereof.
- H) Nothing herein contained shall be construed as limiting in any way the extent to which Respondent may be held responsible for payments of damages to persons or property resulting from Respondent's or its subcontractors' performance of the work covered under this Agreement.
- I) It is agreed that Respondent's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.
- J) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.
- K) Respondent and any Subcontractors are responsible for all damage to their own equipment and/or property.

**RFP EXHIBIT III**  
**INDEMNIFICATION REQUIREMENTS**

If selected to provide the services described in this RFP, Respondent shall be required to comply with the indemnification requirements set forth below:

## **INDEMNIFICATION**

**RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT'S activities under this Agreement, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, it s officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RESPONDENT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.